

April 5, 2005

FILED

APR 05 2005

Secretary of the Missouri Public Service Commission
ATTN: Data Center
P.O. Box 360
Jefferson City, MO 65102-0360

Missouri Public
Service Commission

Dear Sir:

Enclosed is a formal complaint against AmerenUE. I have enclosed an original and nine (9) copies as requested. If you have any questions I can be reached at 573.619.0777 or 573.498.9988.

Thank you for your help.

Sincerely,

Edward Nelson

Edward Nelson
10116 Old Hwy 54
Eugene, MO 65032

EN:pn

Enclosures

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE
STATE OF MISSOURI

FILED

APR 05 2005

Name: Edward & Patricia Nelson)
Complainant)

Missouri Public
Service Commission

)
vs.)
)

Case No.

Company Name: Ameren Union Electric)
Respondent)

COMPLAINT

Complainant resides at 10116 Old Hwy 54, Eugene, Missouri.

1. Respondent, Ameren Union Electric of Lake of the Ozarks, Missouri, is a public utility under the jurisdiction of the Public Service Commission of the State of Missouri.
2. As the basis of this complaint, Complainant states the following facts:

The complaint is for our property located at 26072 Indian Creek Lane, Barnett, Missouri. This property is owned by Edward and Patricia Nelson, husband and wife; tenants in the entirety.

The rest of this is listed as first person, Edward Nelson, since he has been the one that has had all of the contact with the respondents.

I, Edward Nelson, on January 24, 2005 at 8:30 a.m. called the respondents customer service at 800.552.7583 and told the girl in customer service that I had a cabin at the Lake of the Ozarks, Lot 3 of Indian Creek subdivision on W6 and was looking into buying a doublewide trailer to replace the cabin. I told the girl that there was a problem with the power line running down the middle of my property and my son's property; my son bought the lot next door to me. I asked if they could move the pole back approximately sixteen foot so I would be able to get the doublewide trailer onto my lot (moving the pole back sixteen foot would put it in line with all of the other utility poles). I also told the girl about a pole on the property located three lots down that was leaning and looked like it was falling (the leaning pole needs to be fixed before it falls

and causes damage to my and my sons property). I told her that they could fix both poles at the same time. She told me there would be no problem in moving the pole on my property to make room for my new building and would call the supervisor in my county to schedule this work. She never mentioned a cost to me of any kind, she just said they would move it.

When I got off the phone with her I called the place that had the doublewide trailer and told them I would buy it. I had to let them know because they had several other offers. I then called Tom Buckley and told him he could tear down the cabin to make room for the doublewide trailer; by the end of the week the cabin was tore down.

At the end of that week Leo Sanders from Ameren UE called me and said they should not have to move the pole because his plans showed it to be at the back corner of my lot, that's where they put them. I told him the pole was not at the corner of my lot; it was 30 feet down and 10 feet in which made it in the middle of my lot; and the pole three lots down looked like it was falling. After several more days Leo Sanders called me back and told me I was right; the pole was not at the corner of my lot like they said it was. He also told me to fix the falling pole three lots away from me and to move my pole 16 feet would cost me between \$5000 to \$10,000. I told Mr. Sanders that I was not told by the girl in the office that there would be any cost to me and why should I have to pay for moving a pole that wasn't placed correctly when it was first installed and also for fixing the leaning pole. I asked for his supervisor's name and phone number.

I called for Mr. Paul Connan, Mr. Sander's supervisor; it was a couple of days before he returned my call. I told Mr. Connan that when I talked with the girl at the office she didn't say anything about there being a charge for moving the pole on my property and that I had also talked with Leo Sanders and he stated that according to his plans the pole was in the wrong place on my property. Mr. Coonan agreed to meet me at the lot to look at the problems.

Before I met with Mr. Coonan I looked at my deed from the Title Company, the deed said there was no easement across my property. I also contacted Cindy Bax at the Title Company and she stated that she also did not show any easement across my property.

When I met at the lot with Mr. Coonan I showed him where the pole was on my property and where Mr. Sanders said it should have been located. Mr. Coonan didn't understand why it was where it is but said it was before his time. I showed him the pole that was falling down and how far out of line my pole was with the rest of the poles. My pole is so far out of line they had to put a guide wire on my pole. I also told him I checked with the Title Company who did my deed and they did not show an easement across my property. He asked me if they moved my pole would I give them an easement; I told him I would and my son with the lot next to me would. He then told me that Mr. Sanders said it would cost \$5000 to \$10,000 to do this and I would also have to pay to replace the falling pole three lots away. I told him I did not agree with this since the girl in the customer service office never mentioned anything about a cost to me; and Mr. Sanders said the pole was not suppose to be there anyway. Mr. Coonan said he would check, that sometimes in special cases UE would move a pole with no charge to the customer. Mr. Coonan said he would get back to me. I asked him who was over him if I didn't get fair treatment and he told me the Public Service Commission. Mr. Coonan told me they had a recording at the St. Louis office of the conversation I had with their girl in customer service but it had several glitches in it so they couldn't understand all of the conversation but they did understand that the girl didn't promise me that they would move the pole. I told Mr. Coonan that their girl didn't promise me anything; she just stated that there would be no problem getting my pole moved and she would contact the supervisor in my area.

I waited two days and called the Public Service Commission. I was getting a little aggravated because this problem at this time was going on two months. I went to the Public Service Commission and meet with Cecilia Barr and Marilyn Doerhoff. I told them what had happened and they told me someone from their office would contact me. The next day Allen

Bax called me; I told him the story and asked him if we could meet me at my lot to see the problem. I met Mr. Bax and another member from the Public Service Commission at my lot. I showed them my problem; they also looked at the falling pole on my son's lot which made the wire closer to the ground than they thought it should be. At this time they showed me a plan that Ameren had to put three new poles to go around my son's and my lot at the cost of \$10,000 to me. I told Mr. Bax this was like a drawing a second grader came up with and why would Ameren want to go all the way around the two lots when all they would have to do is move one pole and fix their falling pole and we would give them an easement across the lots. Mr. Bax told me he would get back with Mr. Coonan about this matter.

I waited three or four days for an answer. I called and got an appointment with Mr. Jeff Davis, the Chairman of the Public Service Commission. At our meeting I showed him pictures of the problem pole and how far it was out of line and the falling pole; and I told him of my conversation with Mr. Coonan. Chairman Davis got on the intercom with an associate about my problem and told him to fix it.

A few days later Mr. Coonan called me and told me they had refigured and it was going to cost me \$5000 to fix this problem. A week later Mr. Coonan called and asked if we could meet at the lot that he had someone else to look at this problem. We agreed to meet on the next Wednesday. Mr. Bax called to see what I had heard and I told him I had a meeting that day with Mr. Coonan at the lot. He asked if it would be ok for him to come along; I said ok with me. I arrived at the lot with Mr. Bax. Mr. Coonan and Mr. Ed Bic from Ameren arrived; Mr. Bic looked at all the poles and determined my pole was about 12 to 16 feet out of line and that the pole that was falling had a lot to do with my pole pulling out of line. Mr. Bic also determined that the pole to the other direction was about four feet out of line with everything else; that pole is on a lot where a new house was built last year; the owner is John Snellen. Mr. Snellen told me when they put that new pole in he asked Ameren crew to put it on the hillside of his driveway; when he came home from work it was on his driveway; that's another problem. After Mr. Bic

lined up all his marking poles he said the pole should be moved to make this pole in line and the falling pole should be replaced. Mr. Bax then informed Mr. Coonan that I should not have to pay to replace the falling pole that it was Ameren's responsibility; then Mr. Coonan informed me the new cost would be about \$3,300 to move my pole. I told Mr. Coonan I did not agree with this because of their office not informing me of any cost to the customer and also Mr. Sanders telling me the pole was suppose to be at the corner of my lot. I tore down my cabin and purchased a doublewide trailer under the pretense I would have no problem getting the pole moved; now a cabin valued at \$35,000 is gone and I have a doublewide trailer in my driveway that will not fit on my lot because Ameren's wire runs threw the middle of it. I have to put the doublewide trailer in the same location as the cabin because the septic and well takes up the rest of my lot. My son on the next lot cannot build because the wire runs threw his lot and hangs to low and is dangerous.

3. The Complainant has taken the following steps to present this complaint to the Respondent:

I contacted Mr. Sanders; Mr. Coonan and Mr. Bic with Ameren UE and I also contacted Chairman Jeff Davis and Allen Bax of the Public Service Commission.

WHEREFORE, Complainant now requests the following relief:

All I ask is for Ameren to move the pole like they said they would and fix the pole that is falling. I understand the cost of a truck to do this job and a three-man crew is \$178 an hour. If they have to fix their pole anyway how could this cost me \$3,300? I offered to pay Ameren \$500 to help with the cost but I don't think I should pay for their many mistakes. I have enclosed pictures and drawings of the problem poles.

April 5, 2005
Date

Edward Nelson Patuia Nelson
Signature of Complainants



This pole is not where Mr. Snellen requested it to be, he wanted it approximately 6 ft. up the hill; now his pole is 6 ft. out of line.

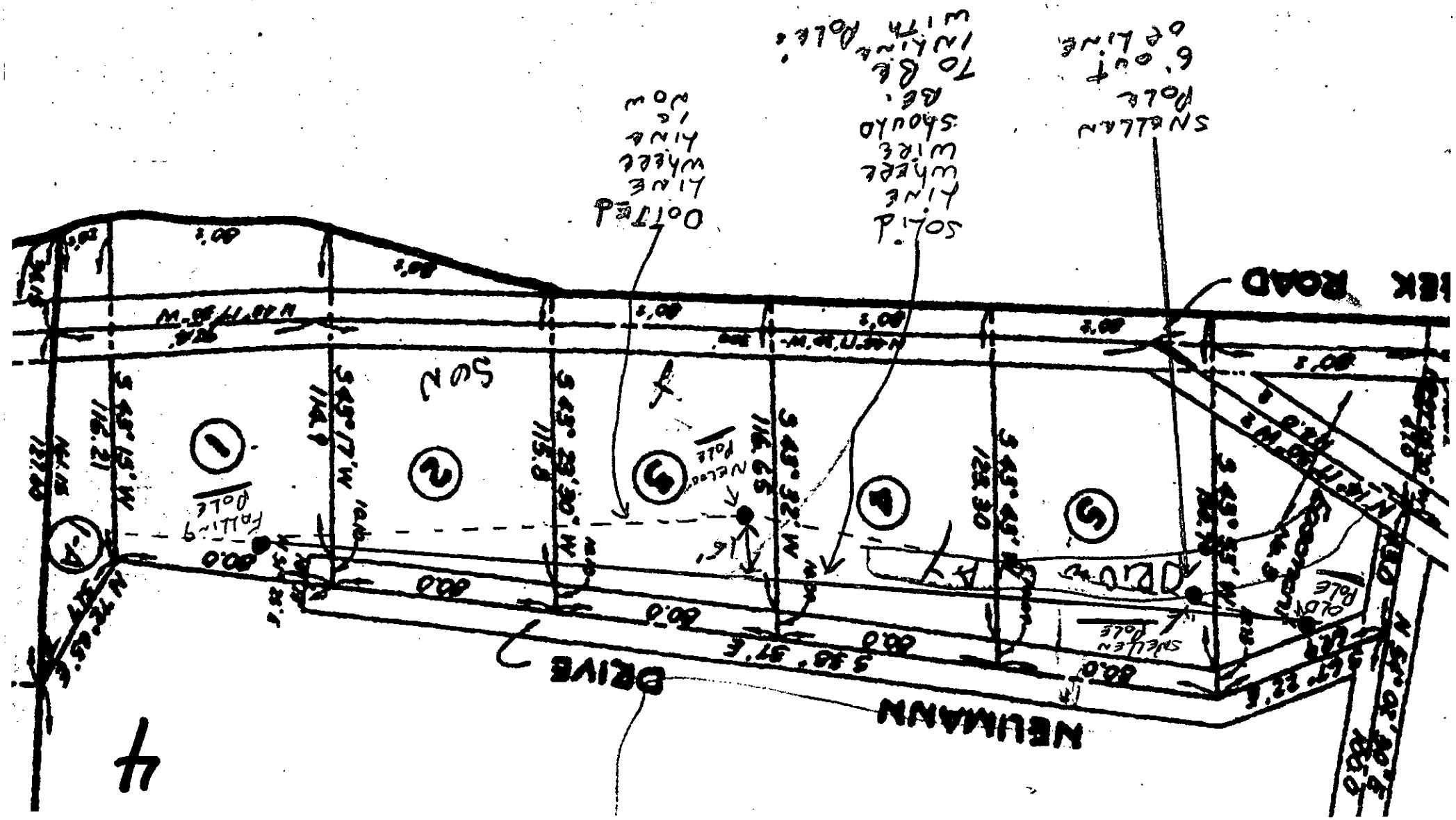
2

This picture is of the falling pole two lots down. As you can see, the wires run over several mobile homes and cabins; this could be a great danger if it falls.



This picture is just to show you the terrain of our lot. The doublewide trailer has to go back where the cabin was because of the location of the well and the septic. The cabin was 20 x 20; the doublewide is 28 x 40, so there is no other place that it could go.

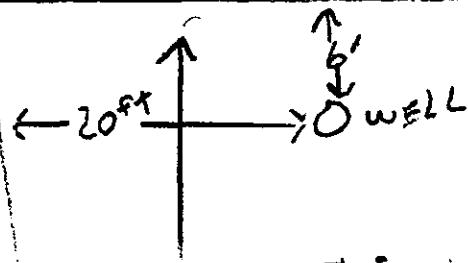




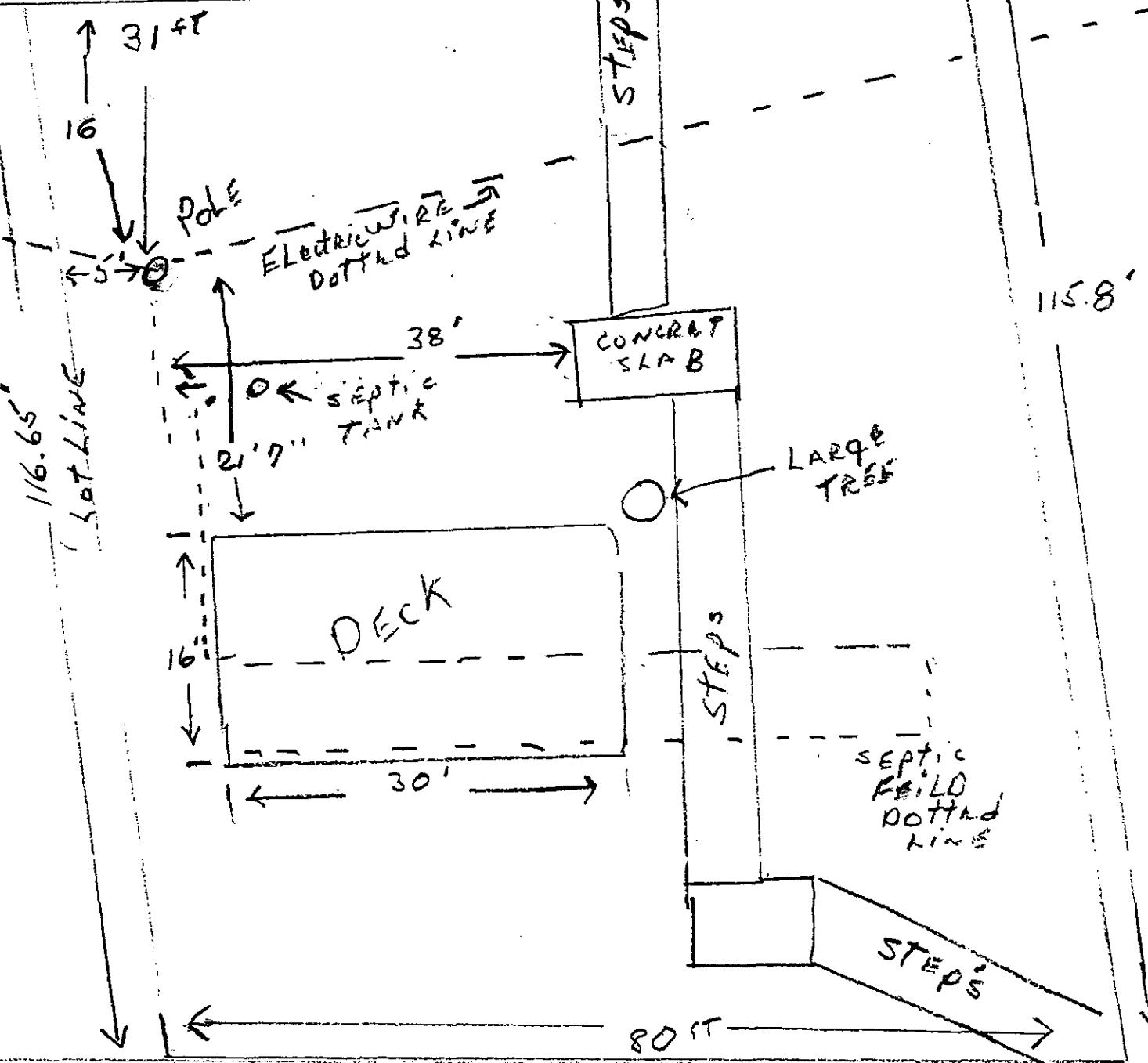
NEUMANN Drive

5

LOT LINE



This is where wire should be to be in line



INDIAN CREEK ROAD